

Application

Terms and Conditions



UMBRELLA LICENSE® AGREEMENT

The purpose of this Umbrella License Agreement ("Agreement") is to allow LICENSEE to "publicly perform," as that term is used in the federal Copyright Act, Title 17, U.S.C. §101(1) and §106, copyrighted pre-recorded videocassettes and DVDs ("Videos") which are otherwise intended for home use only. This Agreement, which includes the following Terms and Conditions, is effective immediately, subject to receipt of prompt payment.

TERMS AND CONDITIONS

- The Motion Picture Licensing Corporation ("MPLC") grants LICENSEE a non-exclusive license ("License") to publicly perform copyrighted motion pictures and other licensed programs from any legally obtained source intended for personal, private, home use only - such as home videocassettes and DVDs, in its facility(ies), under the Terms and Conditions specified herein.
- The MPLC warrants and represents that it has secured the appropriate rights, under the federal Copyright Act, Title 17, U.S.C. §101(1) and §106, to grant this License.
- "Term" shall mean the period beginning on the "Start Date" as defined on the Umbrella License Application ("Application") and shall continue thereafter for periods of one (1) year each, unless canceled by either party at the end of said period or any subsequent period, upon sixty (60) days advance written notice. Each one (1) year period during the term is referred to herein as a "contract year." If LICENSEE does not timely notify the MPLC of intent to terminate, this Agreement will remain in effect for the entire contract year, and LICENSEE will be responsible for the entire annual fee due to the MPLC hereunder. No refunds or credits will be made by the MPLC in the event of early termination by LICENSEE.
- The public performances authorized by this Agreement shall take place in the facility(ies) identified in the Application. The audience will be limited to LICENSEE's facility(ies) and the sole purpose of such performances is to entertain and/or educate the employees, patrons, members and/or guests of LICENSEE and the audience will be limited accordingly. No specific titles, or any characters from such titles, or producers' names will be advertised or publicized to the general public, and no admission or other fee will be charged to the audience.
- The agreed license fee for the first contract year of this Agreement is specified in the Application, which amount is payable to the MPLC. Subsequent contract years may include adjustments based on various factors, including, but not limited to, adjustments which: (i) reflect any change from the previous year's Consumer Price Index (CPI), and/or (ii) reflect an increase in the number of attendees at performances conducted pursuant to this Agreement. On an annual basis, or upon request by the MPLC, LICENSEE shall furnish the MPLC with the information the MPLC may require to determine the license fee for subsequent contract years. The license fee for each subsequent contract year shall be due and payable no later than each anniversary date during the term of this Agreement. Late payments for subsequent contract years will be subject to a charge of one and one-half percent (1.5%) of the license fee per month.
- The specific titles which may be publicly performed by LICENSEE under this Agreement are motion pictures produced and/or distributed by: ALLEY CAT FILMS, AMERICAN PORTRAIT FILMS, BEDFORD ENTERTAINMENT, BEST FILM & VIDEO, BIG IDEA, INC., BILLY GRAHAM EVANGELISTIC ASSN/WORLD WIDE PICTURES, BRIDGESTONE MULTIMEDIA/ALPHA OMEGA PUBLISHING, BRITISH AND FOREIGN BIBLE SOCIETY, BRUDER RELEASING, INC., CAREY FILMS LTD., CASTE HILL PRODUCTIONS, CDR COMMUNICATIONS, CENTRAL PARK MEDIA, CHOICES, INC., CHRISTIAN CINEMA.COM, CHRISTIAN TELEVISION ASSOCIATION, CINEMATHEQUE COLLECTION, CLASSIC MEDIA/GOLDEN BOOKS ENTERTAINMENT, CROWN VIDEO, DAVE CHRISTIANO FILMS, DREAM, LLC, EO INTERNATIONAL, ERI CHRISTIAN RADIO & TELEVISION, ERIC VELLU PRODUCTIONS, FAMILY ENTERTAINMENT LIBRARY, FANGORIA VIDEO, FOX 2000 FILMS, FOX SEARCHLIGHT PICTURES, GATEWAY FILMS/VISION VIDEO, GOSPEL COMMUNICATIONS INTERNATIONAL/GOSPEL FILMS, GRACE PRODUCTS/EVANGELICAL FILMS, GRIZZLY ADAMS PRODUCTIONS, GRIZZLY ADAMS/TOTAL LIVING PRODUCTIONS, HARBINGER COMMUNICATIONS, HARVEST PRODUCTIONS, HARVEY ENTERTAINMENT, INSPIRED STUDIOS, INSPIRED WELLNESS VIDEO, INTERCOMM, INC., INTERNATIONAL CHRISTIAN COMMUNICATIONS (ICC), INTERNATIONAL FILM FORUM, INTERNATIONAL FILMS, JEREMIAH FILMS, KALON MEDIA, INC., LANTERN FILM AND VIDEO, LEARNING CORPORATION OF AMERICA, LINN PRODUCTIONS, MAHONEY MEDIA GROUP, INC., MARALEE DAWN MINISTRIES, MC DOUGAL FILMS, MC GRAW-HILL, MEDIASERF GERMANY, MEDIA TARGETING ASSOCIATES, MESSENGER FILMS, MILLENNIUM FILMS, NEW WORLD PICTURES, NU IMAGE, INC., OPEN DOOR INTERNATIONAL, PEACE ARCH ENTERTAINMENT GROUP, INC., PETER PAN VIDEO, PRAISE HOME VIDEO, PROVIDENCE ENTERTAINMENT, RUSS DOUGHTEN FILMS, SCHOLASTIC ENTERTAINMENT, SIDE BY SIDE FILMS, SIGNAL HILL PICTURES, SONY PICTURES CLASSICS, SPARK PRODUCTIONS, LTD., STUDIO CANAL, TEENIEGY PRODUCTIONS, THINKFILM COMPANY, INC., TOMMY NELSON, TOTAL LIVING VIDEO CURRICULUM, TRANS ATLANTIC PICTURES, TVAQUIGLEY'S VILLAGE, TWENTIETH CENTURY FOX FILM CORP., VIDA ENTERTAINMENT, WORLD ALMANAC VIDEO, XENON HOME VIDEO. The MPLC represents that it or its motion picture company licensors may not possess the appropriate rights to certain individual titles, or, due to the expiration of those rights during the term of this Agreement, the MPLC may send LICENSEE at any time during the term of this Agreement binding notices that certain titles cannot be or may no longer be publicly performed under this Agreement. Such notices shall be binding and effective upon LICENSEE when received.
- Should LICENSEE select the Walt Disney Company Addition, the specific titles which may be publicly performed by LICENSEE under this Agreement will also include motion pictures produced and/or distributed by: BUENA VISTA PICTURES, HOLLYWOOD PICTURES, TOUCHSTONE PICTURES, WALT DISNEY PICTURES.
- LICENSEE may publicly perform the specific titles covered by this Agreement by means of lawfully manufactured pre-recorded Videos of those titles, acquired by LICENSEE from any legitimate source. The responsibility for obtaining Videos is that of LICENSEE, and that the costs of acquiring such Videos are to be borne solely by LICENSEE and are separate and distinct from the agreed public performance license fee.
- LICENSEE may not duplicate, edit or otherwise modify the Videos obtained for public performance purposes under this Agreement.
- Any separate fees which may be due to music publishers, or collection societies for music publishers, for the right to publicly perform the music contained in any of the motion pictures covered by this Agreement are solely LICENSEE's responsibility and are not the responsibility of the MPLC. To the best of the MPLC's knowledge, no such separate fees are presently in effect.
- This Agreement may not be assigned by LICENSEE, without the prior written consent of the MPLC, except that LICENSEE shall have the right to assign this Agreement in connection with a merger, consolidation or sale of its assets and business provided that LICENSEE guarantees payment of license fees if the assignee does not pay in a timely manner for fees owed. This Agreement may be assigned by the MPLC.
- In the event that a determination is made by a taxing authority or court of any state in which LICENSEE conducts business that the activity licensed herein renders the MPLC liable for the payment of a gross receipts, sales, business use or other tax which is based on the amount of the MPLC's receipts from LICENSEE, then LICENSEE shall reimburse and indemnify the MPLC within thirty (30) days of notification therefore for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.
- Any notice provided for herein shall be given in person; by first class air mail, postage prepaid; by reputable overnight carrier; or by facsimile; addressed to the party to be notified as listed on the Application. The date of personal service or mailing or facsimile of any such notice shall constitute the date of service.
- The MPLC reserves the right, exercisable upon thirty (30) days written notice, to terminate this Agreement on account of any breach by LICENSEE of its Terms and Conditions. In the event of such termination, there shall be no refund of the license fee. A waiver by the MPLC or by LICENSEE of any specific breach by the other shall not constitute a waiver of any prior, continuing or subsequent breach of the same, or any other provision of this Agreement. If any part of this Agreement shall be determined unenforceable, the remainder of this Agreement shall remain in full force and effect.
- In the event the MPLC engages an attorney to enforce its rights under this Agreement by virtue of the breach on the part of LICENSEE, of any term of this Agreement, LICENSEE agrees to pay the reasonable costs and reasonable attorney fees incurred by the MPLC.
- In the event that the MPLC incurs any costs or fees in connection with the collection of any amounts past due to the MPLC hereunder, then LICENSEE shall be responsible for paying such amounts to the MPLC upon demand, with interest at the rate of nine percent (9%) per annum calculated from date of demand.
- LICENSEE acknowledges by submission of the Application or payment of the license fee, that the information provided by LICENSEE is true, correct and complete in all respects. This Agreement has been duly authorized and constitutes a legal, valid and binding obligation upon LICENSEE and is enforceable by its Terms and Conditions.
- Any and all rights not granted to LICENSEE in this Agreement are expressly reserved to the MPLC and/or its motion picture licensors.
- To the extent that, prior to the commencement date of this Agreement, LICENSEE may have infringed upon rights held by the MPLC, the MPLC hereby agrees that it will not seek legal recourse or assert any claim for any and all such possible infringements. The MPLC makes this warranty only with respect to rights held by it, and is not empowered or authorized to make any such representation or warranty with respect to rights held by others.
- This Agreement contains the full and complete agreement between the MPLC and LICENSEE and shall be construed in accordance with the laws of the United States and the State of California.

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MPLC
and the
Washington State
Library
are proud to present:

The Umbrella
License®

The Copyright Compliance
Solution for your Public
Library

Name of Library "LICENSEE"	
Name of Director or Contact and Title	
Facility Address	
City, State, Zip	
Billing Address (if different than above)	
City, State, Zip	
Telephone	Fax
Email	Website
Start Date (Choose a date on or before 11-31-2007)	

Application Deadline November 31, 2007

I herewith request an MPLC Umbrella License, subject to the Terms and Conditions listed on the back of this brochure. I understand the Umbrella License covers prerecorded home videocassettes/discs released by the motion picture companies provided for in the Terms and Conditions. The producers available for exhibition correspond with the package selected below.

Signature	Title
<input type="checkbox"/> \$50 Family Friendly License (In accordance with term 6a)	<input type="checkbox"/> \$150 Family Friendly License plus Walt Disney Addition (In accordance with terms 6a and 6b)
<input type="checkbox"/> Payment Enclosed (check payable to MPLC) <input type="checkbox"/> Send Invoice (payment due in 30 days) <input type="checkbox"/> American Express <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover	

Card Number	Expiration Date
Print Cardholder Name	
Cardholder Signature	

Send To:
Motion Picture Licensing Corporation
5455 Centinela Avenue, Los Angeles, CA 90066-6970
Phone (800) 462-8855 • Fax (310) 822-4440
Email: info@mplc.org Web: www.mplc.org

A Special Limited-Time Offer for Washington Public Libraries

The Motion Picture Licensing Corporation (MPLC) and the Washington State Library are proud to once again present a special discount on our Umbrella License® for your public library.

The MPLC created the Umbrella License in response to the growing demand for public video programming. As you may know, motion pictures contained in home videocassettes and DVDs are intended for personal, private home use only. Viewings outside the home are qualified as “public performances” under the U.S. Copyright Act (Title 17 U.S.C. § 101 and § 106). The MPLC Umbrella License provides public libraries with a low-cost alternative to programming on a title-by-title basis while receiving unlimited video coverage for one low annual fee.

If you have not yet taken advantage of public performance licensing, the MPLC Umbrella License is a versatile and cost-effective introduction to video programming. At the same time, if your library is well-versed in public performance rights, the MPLC Umbrella License is an affordable and diverse supplement.

Through a partnership with the Washington State Library we are proud to offer our Family Friendly Umbrella License at the discounted rate of **\$50** per library location. You may choose to add the Walt Disney Company Addition for an additional \$100 per library location, or **\$150** total licensing fee.

If you are already an MPLC licensee, please contact us with any questions or concerns. We are happy to extend this special offer to you upon the renewal of your current license.

Package descriptions are provided on the next panel, and a complete list of all the studios available under each package is printed in the Terms and Conditions found on the back of this brochure.

MPLC Public Library Packages

1. The MPLC Family Friendly License provides exclusive rights to independent, foreign, and specialty producers, including but not limited to the following:

Sony Pictures Classics specializes in award-winning foreign and art house films including *Capote* (2005), *Volver* (2006 Spain), and *The Lives of Others* (2006 Germany); the latter of which won the 2007 Academy Award for Best Foreign Language Film of the Year.

THINKFilm releases documentaries that do just that—they make you think. Titles include the 2002 Oscar-nominated spelling-bee saga, *Spellbound* and the 2007 Oscar-winning documentary *Born Into Brothels: Calcutta's Red Light Kids*.

For years Scholastic Entertainment has been at the forefront of children's programming with hits like *The Magic School Bus* and *Clifford the Big Red Dog*. The MPLC also represents kid-friendly producers such as Classic Media (*Little Golden Books* series) and Big Idea (*Veggie Tales*).

Finally, the 20th Century Fox catalogue spans decades and ranges from timeless classics like *The Grapes of Wrath* and *The Sound of Music*, to award-winning westerns *Butch Cassidy and the Sundance Kid*, to science-fiction epics like the *Star Wars* series, to films adapted from best-selling books *The Devil Wears Prada* and *Eragon*, to independent favorites *Little Miss Sunshine* and *Napoleon Dynamite*, to blockbusters *A Night at the Museum*, the *Fantastic Four* series, and *The Simpsons Movie*.

2. The Walt Disney Company Addition to the MPLC Family Friendly License offers your library the same access to the aforementioned companies **plus** the Walt Disney Company and its fine catalogue of classic animation and family features. Popular titles include *Fantasia*, *Ratatouille*, and the *Pirates of the Caribbean* trilogy.

To take advantage of this limited time offer, simply complete the application and send it to our offices by November 31, 2007. Your Certificate of License will be sent by U.S. mail to the billing address provided.

F.A.Q's

Q. What if I already have a public performance license through another company?

A. If your library already has a public performance site license from another company, you may wish to obtain the MPLC Family Friendly License. This license provides exclusive coverage for 20th Century Fox and several independent producers. Umbrella coverage for these companies is not available through other vendors, especially at this low price!

Q. Can I publicize movie events we plan to hold at the library?

A. Item four in the Terms and Conditions make a distinction between the “general public” and “patrons, staff, and guests” of a library. For librarians this distinction may seem to be a bit of a conundrum, however the “general public” is defined as those outside the normal circle of the library. You may not advertise the title, characters, or production company outside of the library as this type of promotion is accessible by the “general public.” This includes local newspapers, the internet, and flyers outside the library. When advertising in this manner you may only promote a “movie night” or ask people to call for more information. Within the library you are free to include the title, characters, or company. You may also include this information in mailings or emails that are sent directly to library patrons.

Q. We rent rooms in our library to other groups. Can we be held liable for copyright infringement?

A. Yes. The facility owner can be held vicariously liable or as a “contributory infringer.”